CONTRACT BETWEEN THE CITY OF AUSTIN ("City") AND GEAR CLEANING SOLUTIONS LLC ("CONTRACTOR") FOR

BUNKER GEAR MAINTENANCE AND REPAIR SERVICES CONTRACT NUMBER 8300-NA190000144

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Gear Cleaning Solutions LLC having offices at 2221 Manana Dr. Dallas, TX 75220 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8300-CRR3003.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposals (RFP) 8300-CRR3003 including all documents incorporated by reference
- 1.1.3 Gear Cleaning Solutions LLC's Offer dated April 9, 2019, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract</u>. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months.

The Contract may be extended beyond the initial term for up to 2 additional twelve-month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

- 1.3.3 This is a 36-month Contract. Prices are firm for the first twelve (12) months.
- 1.4 <u>Compensation</u>. The Contractor shall be paid a total Not-to-Exceed amount of \$828,900 for the initial Contract term and \$276,300 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.
 - 1.6.1 Exhibit A- Gear Cleaning Solution LLC's written clarification responses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Rick Johnson	Claudia Rodriquez
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Claudie Rodigues
President/Owner	Procurement Specialist IV
Title:	Title:
6/3/2019	7/1/2019
Date:	Date:

GEAR CLEANING SOLUTIONS LLC

Exhibit A



Taking Care of the Gear that Takes Care of You.

Rick Johnson 2221 Mañana Drive, Suite 190 Dallas, Texas 75220

4/26/2019

Claudia Rodriguez Procurement Specialist IV City of Austin

SUBJECT: Response to Questions for RFP 8300-CRR3003

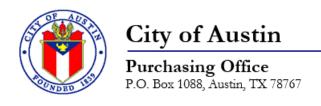
Dear Ms. Rodriguez:

Please see below for answers and details to your questions:

- Report Format: Providing all required reports in the CSV format is not a problem; GCS agrees to provide these CSV formatted reports at no additional charge.
- Loaner Gear: GCS does in fact carry the sizes identified in your letter, if the exact sizes are
 available upon request, we will deliver in less than a 24-hour timeframe. If expedited
 turnaround is needed, we will evaluate on a case by case situation.
- Delivery Timeframes: GCS agrees to ensure all deliveries will be completed between the hours of 9 am and 7 pm, prior to the noon shift change. On the rare circumstance (unforeseen event) that a delivery cannot be made between these hours, the Battalion Chief and the effected station will be notified prior to 7pm.

Sincerely,

Rick Johnson President/Owner



04/24/2019

Gear Cleaning Solutions LLC Mr. Rick Johnson Owner/President 2221 Manana Dr. Ste #190 Dallas, TX 75220

Dear Mr. Johnson:

Thank you for submitting your Offer for RFP 8300 CRR3003-Bunker Gear Maintenance and Repair Services for the City of Austin Fire Department.

The evaluation team is coming to a close on the review and evaluation of the Offer received for this solicitation. However, further clarification to your Offer is requested. This information is to complete the evaluation process.

Please elaborate or provide additional details on your firm's response to the following items:

- Report format:
 - AFD will need all reports in CSV format. Is this something Gear Cleaning Solutions LLC (GCS) can provide with no additional fees?
- Loaner Gear:
 - AFD would like to know if GCS will commit to providing loaner gear in the following sizes:
 Coat sizes as small as 36 with a sleeve size of 28 up to coat sizes of 58 with longest sleeve length of 39 and pants in sizes as small as 30 waist/28 inseam and largest pant up to 54 waist/38 inseam.
 - After a request is made to GCS for loaner gear how quickly can the gear be provided to AFD personnel?
- Delivery timeframes:
 - Can GCS provide written confirmation that deliveries are to be made to personnel prior to shift start time at noon?
 - Can GCS provide written confirmation that all deliveries are to take place at AFD stations between the business hours of 9:00 am – 7:00 pm?

A response is due no later than Monday, April 29, 2019 by close of business.

Questions concerning this request should be directed to Claudia Rodriguez at (512) 974-2959.

Sincerely,

Claudía Rodríquez

Procurement Specialist IV City of Austin Purchasing Office



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP 8300-CRR3003

COMMODITY/SERVICE DESCRIPTION: BUNKER GEAR

MAINTENANCE AND REPAIR SERVICES

DATE ISSUED: Monday, March 25, 2019

REQUISITION NO.: 19012800244

COMMODITY CODE: 9540551

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Claudia Rodriquez
Procurement Specialist IV

Phone: (512) 974-2959

E-Mail: ClaudiaR.Rodriquez@austintexas.gov

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

PROPOSAL DUE PRIOR TO: Thursday, April 11, 2019 at

2:00pr

PROPOSAL OPENING TIME AND DATE: Thursday, April 11,

2019 at 3:00pm

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 8300-CRR3003	Purchasing Office-Response Enclosed for Solicitation # RFP 8300-CRR3003
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE ***SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT***

Offer Sheet-Rev.06-26-2018

Solicitation No. RFP 8300-CRR3003

Page | 1

ΑI

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	14
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM - Complete and return	2
0610	PRICING SCHEDULE	4
0700	REFERENCE SHEET – Complete and return	2
0800 NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION—Complete and return		2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGE-CONTRACTOR CERTIFICATION	1
0825	WORKPLACE CONDITIONS AFFIDAVIT - Must be completed and returned with Offer	1
0835	NONRESIDENT BIDDER PROVISIONS - Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE - Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM - Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
EXHIBIT A	AFD LOCATIONS	1
EXHIBIT B	EXAMPLE REPORTS	5
EXHIBIT C	REPAIR COST MATRIX	1
Attachment A	EXCEPTIONS FORM	1

^{*} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.



The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Gea	r Cleaning Solutions LLC			
Company Address: 2221 Manana Dr, Ste 190				
City, State, Zip:	Dallas TX 75220			
Vendor Registration No.	V00000908659			
Printed Name of Officer of Representative:	Rick Johnson			
Title: Owner/Presid	lent			
Signature of Officer or Au Representative:	uthorized Puson			
Date: 4-9-19				
Email Address: Rick@gearcleaningsolutions.com				
Phone Number: 214-7	774-2213			

^{*} Proposal response must be submitted with this signed Offer sheet to be considered for award

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Gear Cleaning Solutions LLC					
Physical Address	366 Center Gate St, San Antonio TX 78217					
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No				
or						
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No				
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No				

SUBCONTRACTOR(S):

Name of Local Firm	None	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing		
tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	None	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

PRICING SCHEDULE-SECTION 0610 CITY OF AUSTIN BUNKER GEAR MAINTENANCE AND REPAIR SERVICES

RFP NO. 8300-CRR3003 BUYER: (Claudia Rodriquez

Special instructions: The quantities shown are merely estimates, the City reserves the right to purchase more or less than the quantities indicated herein. The price for items quoted shall include all equipment, labor and materials necessary to complete the cleaning, inspection, and repair of bunker gear as well as pickup/delivery services and IT record keeping and reporting. Be advised that exceptions taken to any portion of this solicitation may jeopardize acceptance of the bid.

E	lun	ker	Coat	Items (Struct	urai)

Item #	De	escription	Unit of Measure	Estimated Annual Usage	Unit Cost		Extended Price	
1	Advanced Cleaning		Each	1300	\$	24.00	\$	31,200.00
2	Advanced Inspection		Each	1300	\$	12.00	\$	15,600.00
3	Replace Triple Trim or	n Entire Coat	Each	300	\$	1.00	\$	300.00
4	Replace Zipper - Storr	n Flap	Each	55	\$	56.70	\$	3,118.50
5	Replace Velcro TM - S	Storm Flap	Each	110	\$	60.00	\$	6,600.00
6	Reinforce Pocket with Arashield		Each	100	\$	18.48	\$	1,848.00
7	4" x 15" Name Plate w	// Velcro (Black Advance)	Each	100	\$	5.00	\$	500.00
8	Flashlight Hook w/ Vel	cro strap	Each	45	\$	6.32	\$	284.40
9	Install / replace throat	strap - PBI	Each	40	\$	10.61	\$	424.40
10	Arashield Cuffs		Pair	45	\$	16.60	\$	747.00
11	Installation of Inspection	on Port	Each	50	\$	1.00	\$	50.00
12	Decontamination		Each	75	\$	22.50	\$	1,687.50
13	Disinfection		Each	75	\$	32.00	\$	2,400.00
14	Rental Bunker Coats ((Cost per Day)	Each	60	\$	25.00	\$	1,500.00
15	Replace Moisture Bar	rier (Crosstech)	Each	100	\$	150.00	\$	15,000.00

Bunker Pant Items (Structural)

Item #	Des	scription	Unit of Measure	Estimated Annual Usage	Unit Cost		Ext	ended Price
16	Advanced Cleaning		Each	1300	\$	24.00	\$	31,200.00
17	Advanced Inspection		Each	1300	\$	12.00	\$	15,600.00
18	Arashield Knee/Repair	Knee Pad	Pair	100	\$	17.85	\$	1,785.00
19	Arashield Cuffs		Pair	50	\$	16.60	\$	830.00
20	Replace Velcro TM - Fl	у	Each	100	\$	22.00	\$	2,200.00
21	Replace Zipper Fly		Each	100	\$	25.00	\$	2,500.00
22	Reinforce Pocket w/ Ara	ashield	Each	40	\$	18.18	\$	727.20
23	Replace Suspender tab		Each	30	\$	4.00	\$	120.00

24	Replace Triple Trim - Both pant legs	Each	60	\$ 40.80	\$ 2,448.00
25	Installation of Inspection Port	Each	50	\$ 1.00	\$ 50.00
26	Decontamination	Each	75	\$ 22.50	\$ 1,687.50
27	Disinfection	Each	75	\$ 32.00	\$ 2,400.00
28	Rental Bunker Pants (Cost per Day)	Each	60	\$ 25.00	\$ 1,500.00
29	Replace Moisture Barrier (Crosstech)	Each	100	\$ 175.00	\$ 17,500.00

Bunker Coat Items (Proximity)

Item #	Description	Unit of Measure	Estimated Annual Usage	Ur	nit Cost	Ex	tended Price
30	Advanced Cleaning	Each	50	\$	24.00	\$	1,200.00
31	Advanced Inspection	Each	50	\$	12.00	\$	600.00
32	Outer Shell Repair	Per Sq Inch	30	\$	1.50	\$	45.00
33	Replace Triple Trim on Entire Coat	Each	10	\$	1.00	\$	10.00
34	Replace Zipper - Storm Flap	Each	10	\$	30.00	\$	300.00
35	Replace Velcro TM - Storm Flap	Each	10	\$	60.00	\$	600.00
36	Reinforce Pocket with Arashield	Each	10	\$	-	\$	-
37	4" x 15" Name Patch w/ Velcro (Black Advance)	Each	10	\$	-	\$	-
38	Flashlight Hook w/ Velcro strap	Each	10	\$	6.32	\$	63.20
39	Install / replace throat strap - PBI	Each	10	\$	-	\$	-
40	Arashield Cuffs	Pair	10	\$	-	\$	-
41	Installation of Inspection Port	Each	10	\$	1.00	\$	10.00
42	Decontamination	Each	20	\$	22.50	\$	450.00
43	Disinfection	Each	20	\$	22.50	\$	450.00
44	Rental Bunker Coats (Cost per Day)	Each	10	\$	-	\$	-
45	Replace Moisture Barrier (Crosstech)	Each	10	\$	175.00	\$	1,750.00
46	Outer Shell Replacement	Each	30	\$	-	\$	-

Bunker Pant Items (Proximity)

Item #	Description	Unit of Measure	Estimated Annual Usage	Un	it Cost	Ext	ended Price
47	Advanced Cleaning	Each	50	\$	24.00	\$	1,200.00
48	Advanced Inspection	Each	50	\$	12.00	\$	600.00
49	Outer Shell Repair	Per Sq Inch	30	\$	1.50	\$	45.00
50	Arashield Knee	Pair	10	\$	-	\$	-
51	Arashield Cuffs	Pair	10	\$	-	\$	-
52	Replace Velcro TM - Fly	Each	10	\$	26.00	\$	260.00
53	Replace Zipper Fly	Each	10	\$	-	\$	-
54	Reinforce Pocket w/ Arashield	Each	10	\$	18.48	\$	184.80
55	Replace Suspender tab	Each	10	\$	2.00	\$	20.00
56	Replace Triple Trim - Both pant legs	Each	10	\$	-	\$	-
57	Installation of Inspection Port	Each	10	\$	1.00	\$	10.00
58	Decontamination	Each	20	\$	22.50	\$	450.00

59	Disinfection	Each	20	\$	22.50	\$	450.00
60	Rental Bunker Pants (Cost per Day)	Each	10	\$	-	\$	-
61	Replace Moisture Barrier (Crosstech)	Each	10	\$	150.00	\$	1,500.00
62	Outer Shell Replacement	Each	30	\$	-	\$	-
	Miscella	neous Items					
ltem #	Description	Unit of Measure	Estimated Annual Usage	Un	it Cost	Exte	nded Price
63	Replace Velcro TM	Per Inch	6,000	\$	1.50	\$	9,000.00
64	Replace Triple Trim	Per Foot	840	\$	10.00	\$	8,400.00
65	PBI Matrix Patch (sized for repair)	Per Sq Inch	2,400	\$	0.50	\$	1,200.00
66	PBI Gold Patch	Per Sq Inch	10,800	\$	0.50	\$	5,400.00
67	Advance Patch	Per Sq Inch	2,400	\$	-	\$	-
68	Nomex Patch	Per Sq Inch	600	\$	-	\$	-
69	Vapor Barrier Patch (Crosstech)	Per Sq Inch	2,400	\$	1.50	\$	3,600.00
70	Seam Sealing (Gore)	Per Inch	2,400	\$	0.50	\$	1,200.00
71	Misc. Sewing Charge for 15 minute increments (Per 0500 Section 6.2.G)	Per 15 minute unit	180			\$	-
72	Fabric edge binding	Per Inch	600	\$	0.35	\$	210.00
73	Decontamination of Leather or Rubber Firefighter Boots	Each	24	\$	5.40	\$	129.60
		vare Items	12-11-21				
Item #	Description	Unit of Measure	Estimated Annual Usage	Ur	nit Cost	Exte	ended Price
74	Snaps	Each	48	\$	5.00	\$	240.00
75	D-Ring	Each	48	\$	5.00	\$	240.00
76	Grommets	Each	48	\$	5.00	\$	240.00
	Alto	erations					
Item #	Description	Unit of Measure	Estimated Annual Usage	Uı	nit Cost	Exte	ended Price
77	Increase Inseam	Per Inch	96	\$	36.00	\$	3,456.00
78	Decease Inseam	Per Inch	96	\$	36.00	\$	3,456.00
79	Increase Sleeve Length	Per Inch	96	\$	36.00	\$	3,456.00
80	Decrease Sleeve Length	Per Inch	96	\$	25.00	\$	2,400.00
81	Increase Body Length	Per Inch	24	\$	33.50	\$	804.00
82	Increase Waist	Per Inch	24	\$	53.94	\$	1,294.56
			0.4	0	43.91	\$	1,053.84
83	Increase Chest	Per Inch Each	24	\$	26.69	\$	533.80

Item #	D	escription	Unit of Measure	Estimated Annual Usage	Unit Cost	Extended Price
85	IT Programming- Rep	oort Enhancements	Per Hour	50	\$ 100.00	\$ 5,000.00
					TOTAL BID	\$ 223,319.30
	DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED DELIVERY METHOD: Van					
COMPAN	COMPANY NAME: _Gear Cleaning Solutions LLC_					
PRINTE	PRINTED NAME:Rick Johnson					
EMAIL A	DDRESS:rick@ge	earcleaningsolutions.com				

Section 0700: Reference Sheet

Responding Company Name Gear Cleaning Solutions LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1.	Company's Name	Gariand Fire Department
	Name and Title of Contact	Steve Polk, PPE Coordinator
	Project Name	Garland Fire Department
	Present Address	1500 Hwy 66
	City, State, Zip Code	Garland TX 75040
	Telephone Number	(972 781-7100 Fax Number ()
	Email Address	SPolk@garlandtx.gov
2.	Company's Name	Corpus Christi Fire Department
	Name and Title of Contact	Captain Adam Guerra
	Project Name	Corpus Christi Fire Department
	Present Address	2406 Leopard Ste 300
	City, State, Zip Code	Corpus Christi TX 78408
	Telephone Number	(361)826-3932 Fax Number ()_
	Email Address	AdamG@cctexas.com
3.	Company's Name	Dallas Fire Department
	Name and Title of Contact	Captain Gregory Henderson
	Project Name	Dallas Fire Department
	Present Address	5000 Dolphon Road
	City, State, Zip Code	Dallas Tx
	Telephone Number	(214)608-9146 Fax Number ()
	Email Address	gregory.henderson@dallascityhall.com
	THE RESIDENCE OF THE STATE CONTROL OF THE STATE CON	

City of Austin, Texas Section 0800 NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

Section 0800 Non-Discrimination and

Solicitation No. 8300-CRR3003

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _April _____ 2019

CONTRACTOR

Gear Cleaning Solutions LLC

Authorized Signature

Title

Owner/President

CITY OF AUSTIN, TEXAS LIVING WAGES CONTRACTOR CERTIFICATION SECTION 0815

(Please duplicate as needed)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Paulina Varela (Gear Cleaning Soluti	ons LLC prime	\$22.65	Operations Mgr
Richard Berkobien	Gear Cleaning Sol	tions LLC prime	e \$19.08	SA Branch Mgr
Beth Berkobien	Gear Cleaning Solu	tions LLC prime	\$27.95	Controller

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name:	No Sub Contractors	
Signature of Officer or Authorized Representative:	Date: 4.9.19	
Printed Name:	Rick Johnson	
Title	Owner/President	

Section 0825: Workplace Conditions Affidavit

State of Texas County of Travis		
I, Rick Johns	on, being first duly	sworn, depose and say:
of each facility in		and the names, physical addresses and phone numbers on of services covered by this code, which I shall update es during the term of the contract:
Description of		
goods or services	Clean and Repair of Firefighter F	PPE
Country of Production	United States	
Name of Facility	Gear Cleaning Solutions LLC	
Physical Address	4366 Center Gate ST	
City, State, Zip Code	San Antonio TX 78217	
Phone Number	210-595-7705	
standard payr of wage level day and week indicate any c	oll records, including the minimum base hou paid as health benefit, other benefits, regula c, actual working hours per day and week, ar	current copy of each of the above-referenced facility's wage of non-supervisory production employees, percent ar deductions from paychecks, normal working hours per not overtime policy if any. I shall update this attachment to ds and policies during the term of this contract.
Printed Name:	Rick Johnson	
Title: Owner/F	President	
Signature of Office	cer or Authorized Representative:	photo
Subscribed and s	sworn to before me this 9 day of	My Commission Expires 69-13, 2008
The state of the s	ELIZABETH ANN BERKOBIEN Notary Public, State of Texas Comm. Expires 09-13-2020 Notary ID 130819480	

Section 0835: Non-Resident Bidder Provisions

Compan	y Name Gear Cleaning Solutions LLC
Α.	Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:
	Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?
	Answer: Resident Bidder
	 Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas. Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
В.	If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?
	Answer: NA Which State:
C.	If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?
	Answer: NA

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name	
[OFFEROR NAME] NA	

Additional Solicitation Instructions.

- Certification(s). Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ HUB/SV. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State	HUB/SV Certification
State Vendor ID (VID)	[13-digit VID]
HUB/SV Issue Date	[MM/DD/YYYY]
HUB/SV Expiration Date	[MM/DD/YYYY]

HUB/OTHER + Federal SDVOSB. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

Texas State H	UB/OTHER Certification
State Vendor ID (VID)	[13-digit VID]
HUB Eligibility Category	[HUB Eligibility Category]
HUB Issue Date	[MM/DD/YYYY]
HUB Expiration Date	[MM/DD/YYYY]

Federal SDVO	SB Verification
DUNS	[9-digit DUNS]
SDVOSB Issue Date	[MM/DD/YYYY]
SDVOSB Expiration Date	[MM/DD/YYYY]

- 2. <u>Offeror Identity</u>. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- 3. <u>Certification Status</u>. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- 4. <u>Confirmation of Certification(s)</u>. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.gov/. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- 5. <u>Misrepresentation</u>. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: 8300-CRR3003 SOLICITATION TITLE: BUNKER GEAR MAINTENANCE AND REPAIR SERVICES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions. b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.
 - NO, I DO NOT intend to use Subcontractors/Sub-consultants. Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.
 - YES, I DO intend to use Subcontractors /Sub-consultants. Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these for

	Offeror Informati		
Company Name	Gear Cleaning Solutions LLC		
City Vendor ID Code			
Physical Address	2221 Manana Dr, Ste 190		
City, State Zip	Dallas TX 75220		
Phone Number	214-774-2213	Email Address	Rick@gearcleaningsolutions.com
Is the Offeror City of Austin M/WBE certified?	∇ NO	E ☐ MBE/WBE J	oint Venture
Officer Cartification: Luc	aderstand that even though SMBR did not assign subcon	tract goals to this Soli	icitation I will comply with the City's M/WRE

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor guest for Change form or allow the Subcontractor to begin work, unless I first obtain City approv Rick Johnson, Owner/President

Sig lature/Date

Name and Title of Authorized Representative (Print or Type)



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solicitation: RFP CRR3003

Addendum No: 2

Date of Addendum: 04/02/2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. This addendum is being issued to replace Addendum 1.
- II. Please see the attached added document: Pricing Schedule-Section 0610 has been added to the list of documents associated with this solicitation.
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Lione -

me Authorized Signatur

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS ATTACHMENT A

Solicitation Number: RFP 8300-CRR3003

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 1 – Exceptions to your Offer. Copies of this form may be utilized if additional pages are needed.

Accepted as written.		☐ Not accepted as written. See	below:
	rchase Terms & Condi al Purchase Provisions rk		
Page Number	Section Number	Section Description	
Alternative Language			
Justification:			

TAB 2 - Authorized Negotiator

President and Co-Owner Rick Johnson shall be documented as the primary authorized person to negotiate Contract Terms and render binding decision based on Contract matters.

Rick Johnson President & Co-Owner

rick@gearlceaningsolutions.com

Business Address: 2221 Mañana Drive Ste 190 Dallas, Texas 75220

Phone: 214-774-2213 (preferred contact is through cell phone)

Personal Address 5100 Crystal Lake Ave Krum, Texas 76249 Cell: 940-597-3719

Tab 3 - Executive Summary

Gear Cleaning Solutions was founded in May of 2007 exemplifying core values of quality, customer service and sound relationships. With these values, GCS has been assisting the fire service with NFPA 1851 compliance and ultimately absorbing the laborious task of bunker gear care and maintenance. GCS has been instrumental in the education, implementation and maintenance of numerous NFPA 1851 program across the United States including Colorado Springs, CO and Topeka, KS. Based in Texas, GCS has implemented programs for a variety of departments including Dallas, Austin, San Antonio, Corpus Christi, and El Paso Fire Departments. Many of these programs include the same specifications The City of Austin is currently using.

Gear Cleaning Solutions is the best solution for the Austin Fire Department to provide a professional, reliable and total comprehensive maintenance program of firefighter protective ensembles. GCS meets and, in most cases, exceeds the vendor requirements set forth in section 0500 Scope of Work. GCS is verified by the U.L., recognized by all major manufacturers of PPE, use Honeywell's APT documentation program (APT), and recognized by all manufactures as a warranty repair facility. Gear Cleaning Solutions is one of the only Verified Independent Service Providers in the United States that is owned and operated by active career Firefighters as well as voting members on NFPA 1851 and 1971 Technical Committee as well as the Technical Correlating Committee for Fire and Emergency Services Protective Clothing and Equipment, therefore giving the Austin Fire Department a voice in these committees as well.

The proposal set forth by Gear Cleaning Solutions will give Austin Fire Department a local and comprehensive solution for NFPA 1851. Gear Cleaning Solutions is the only independently (non-manufacture or distributor) owned ISP that offers solutions to all aspects of NFPA 1851. GCS offers training to the fire departments that will instruct them how to care for the ensembles between contracted cleanings, such as Advanced Cleanings and Advanced Inspections. Budget and Contract management are some additional areas that GCS will assist the fire department with. It is just as important to GCS as it is to the Department to stay on track with the City's budget and contract. GCS is an authorized dealer for CitroSqueeze and an Intertek certified NFPA 1851 hydrostatic testers. Gear Cleaning Solutions has partnered up with the Alliance Corporation and is an authorized Unimac washer/extractor and Dryer distributor. GCS also offers an in-house service and support program that includes training and program updates for fire department extractors, and chemical pump systems installation and maintenance. This program provides bi-annual service calls, which will provide any training support, replenish chemicals and maintain chemical pump systems.

In summary, GCS will not only provide all required specifications but also all resources, knowledge and continual development to maintain an all-inclusive NFPA 1851 program that makes The Austin Fire Department proud.

Tab 4 - Business Organization

Gear Cleaning Solutions, founded in 2005, is a Limited Liability Company registered in the State of Texas.

FEIN

Gear Cleaning Solutions, LLC 2221 Manãna Drive Suite 190 Dallas, Texas 75220

Gear Cleaning Solutions, LLC 4366 Centergate Street San Antonio, Texas 78217

The San Antonio facility is the location and for purposes of this proposal, will be the primary branch or element that will perform work as specified in the bid.

TAB 5 PRICING SCHEDULE-SECTION 0610 CITY OF AUSTIN BUNKER GEAR MAINTENANCE AND REPAIR SERVICES

RFP NO. 8300-CRR3003 BUYER: (Claudia Rodriquez

15

Replace Moisture Barrier (Crosstech)

Special instructions: The quantities shown are merely estimates, the City reserves the right to purchase more or less than the quantities indicated herein. The price for items quoted shall include all equipment, labor and materials necessary to complete the cleaning, inspection, and repair of bunker gear as well as pickup/delivery services and IT record keeping and reporting. Be advised that exceptions taken to any portion of this solicitation may jeopardize acceptance of the bid.

Runker Coat Items (Structural)

Bullker Coat Items (Structural)							
Item #	Description	Unit of Measure	Estimated Annual Usage	Un	it Cost	Ext	ended Price
1	Advanced Cleaning	Each	1300	\$	24.00	\$	31,200.00
2	Advanced Inspection	Each	1300	\$	12.00	\$	15,600.00
3	Replace Triple Trim on Entire Coat	Each	300	\$	1.00	\$	300.00
4	Replace Zipper - Storm Flap	Each	55	\$	56.70	\$	3,118.50
5	Replace Velcro TM - Storm Flap	Each	110	\$	60.00	\$	6,600.00
6	Reinforce Pocket with Arashield	Each	100	\$	18.48	\$	1,848.00
7	4" x 15" Name Plate w/ Velcro (Black Advance)	Each	100	\$	5.00	\$	500.00
8	Flashlight Hook w/ Velcro strap	Each	45	\$	6.32	\$	284.40
9	Install / replace throat strap - PBI	Each	40	\$	10.61	\$	424.40
10	Arashield Cuffs	Pair	45	\$	16.60	\$	747.00
11	Installation of Inspection Port	Each	50	\$	1.00	\$	50.00
12	Decontamination	Each	75	\$	22.50	\$	1,687.50
13	Disinfection	Each	75	\$	32.00	\$	2,400.00
14	Rental Bunker Coats (Cost per Day)	Each	60	\$	25.00	\$	1,500.00

Bunker Pant Items (Structural)

Each

100

150.00

Item #	Description	Unit of Measure	Estimated Annual Usage	Un	it Cost	Ext	ended Price
16	Advanced Cleaning	Each	1300	\$	24.00	\$	31,200.00
17	Advanced Inspection	Each	1300	\$	12.00	\$	15,600.00
18	Arashield Knee/Repair Knee Pad	Pair	100	\$	17.85	\$	1,785.00
19	Arashield Cuffs	Pair	50	\$	16.60	\$	830.00
20	Replace Velcro TM - Fly	Each	100	\$	22.00	\$	2,200.00
21	Replace Zipper Fly	Each	100	\$	25.00	\$	2,500.00
22	Reinforce Pocket w/ Arashield	Each	40	\$	18.18	\$	727.20
23	Replace Suspender tab	Each	30	\$	4.00	\$	120.00

15,000.00

24	Replace Triple Trim - Both pant legs	Each	60	\$ 40.80	\$ 2,448.00
25	Installation of Inspection Port	Each	50	\$ 1.00	\$ 50.00
26	Decontamination	Each	75	\$ 22.50	\$ 1,687.50
27	Disinfection	Each	75	\$ 32.00	\$ 2,400.00
28	Rental Bunker Pants (Cost per Day)	Each	60	\$ 25.00	\$ 1,500.00
29	Replace Moisture Barrier (Crosstech)	Each	100	\$ 175.00	\$ 17,500.00

Bunker Coat Items (Proximity)

Item #	Description	Unit of Measure	Estimated Annual Usage	Ur	nit Cost	Ex	tended Price
30	Advanced Cleaning	Each	50	\$	24.00	\$	1,200.00
31	Advanced Inspection	Each	50	\$	12.00	\$	600.00
32	Outer Shell Repair	Per Sq Inch	30	\$	1.50	\$	45.00
33	Replace Triple Trim on Entire Coat	Each	10	\$	1.00	\$	10.00
34	Replace Zipper - Storm Flap	Each	10	\$	30.00	\$	300.00
35	Replace Velcro TM - Storm Flap	Each	10	\$	60.00	\$	600.00
36	Reinforce Pocket with Arashield	Each	10	\$	-	\$	-
37	4" x 15" Name Patch w/ Velcro (Black Advance)	Each	10	\$	-	\$	-
38	Flashlight Hook w/ Velcro strap	Each	10	\$	6.32	\$	63.20
39	Install / replace throat strap - PBI	Each	10	\$	-	\$	-
40	Arashield Cuffs	Pair	10	\$	-	\$	-
41	Installation of Inspection Port	Each	10	\$	1.00	\$	10.00
42	Decontamination	Each	20	\$	22.50	\$	450.00
43	Disinfection	Each	20	\$	22.50	\$	450.00
44	Rental Bunker Coats (Cost per Day)	Each	10	\$	-	\$	-
45	Replace Moisture Barrier (Crosstech)	Each	10	\$	175.00	\$	1,750.00
46	Outer Shell Replacement	Each	30	\$	-	\$	_

Bunker Pant Items (Proximity)

Item #	Description	Unit of Measure	Estimated Annual Usage	Un	it Cost	Exte	ended Price
47	Advanced Cleaning	Each	50	\$	24.00	\$	1,200.00
48	Advanced Inspection	Each	50	\$	12.00	\$	600.00
49	Outer Shell Repair	Per Sq Inch	30	\$	1.50	\$	45.00
50	Arashield Knee	Pair	10	\$	-	\$	-
51	Arashield Cuffs	Pair	10	\$	-	\$	-
52	Replace Velcro TM - Fly	Each	10	\$	26.00	\$	260.00
53	Replace Zipper Fly	Each	10	\$	-	\$	-
54	Reinforce Pocket w/ Arashield	Each	10	\$	18.48	\$	184.80
55	Replace Suspender tab	Each	10	\$	2.00	\$	20.00
56	Replace Triple Trim - Both pant legs	Each	10	\$	-	\$	=
57	Installation of Inspection Port	Each	10	\$	1.00	\$	10.00
58	Decontamination	Each	20	\$	22.50	\$	450.00

59	Disinfection	Each	20	\$	22.50	\$	450.00
60	Rental Bunker Pants (Cost per Day)	Each	10	\$	-	\$	-
61	Replace Moisture Barrier (Crosstech)	Each	10	\$	150.00	\$	1,500.00
62	Outer Shell Replacement	Each	30	\$	-	\$	-
	Miscella	neous Items					
Item #	Description	Unit of Measure	Estimated Annual Usage	Un	it Cost	Exte	nded Price
63	Replace Velcro TM	Per Inch	6,000	\$	1.50	\$	9,000.00
64	Replace Triple Trim	Per Foot	840	\$	10.00	\$	8,400.00
65	PBI Matrix Patch (sized for repair)	Per Sq Inch	2,400	\$	0.50	\$	1,200.00
66	PBI Gold Patch	Per Sq Inch	10,800	\$	0.50	\$	5,400.00
67	Advance Patch	Per Sq Inch	2,400	\$	-	\$	-
68	Nomex Patch	Per Sq Inch	600	\$	-	\$	-
69	Vapor Barrier Patch (Crosstech)	Per Sq Inch	2,400	\$	1.50	\$	3,600.00
70	Seam Sealing (Gore)	Per Inch	2,400	\$	0.50	\$	1,200.00
71	Misc. Sewing Charge for 15 minute increments (Per 0500 Section 6.2.G)	Per 15 minute unit	180			\$	-
72	Fabric edge binding	Per Inch	600	\$	0.35	\$	210.00
73	Decontamination of Leather or Rubber Firefighter Boots	Each	24	\$	5.40	\$	129.60
		vare Items					19
Item#	Description	Unit of Measure	Estimated Annual Usage	Unit Cost Extended F		ended Price	
74	Snaps	Each	48	\$	5.00	\$	240.00
75	D-Ring	Each	48	\$	5.00	\$	240.00
76	Grommets	Each	48	\$	5.00	\$	240.00
	Alto	erations	MAKE:				工作 基本。
Item #	Description	Unit of Measure	Estimated Annual Usage	Ur	nit Cost Extended		ended Price
77	Increase Inseam	Per Inch	96	\$	36.00	\$	3,456.00
78	Decease Inseam	Per Inch	96	\$	36.00	\$	3,456.00
79	Increase Sleeve Length	Per Inch	96	\$	36.00	\$	3,456.00
80	Decrease Sleeve Length	Per Inch	96	\$	25.00	\$	2,400.00
81	Increase Body Length	Per Inch	24	\$	33.50	\$	804.00
82	Increase Waist	Per Inch	24	\$	53.94	\$	1,294.56
00	Increase Chest	Per Inch	24	\$	43.91	\$	1,053.84
83	moreace effect						

Item #	Description	Unit of Measure	Estimated Annual Usage	Unit Cost	Extended Price			
85	IT Programming- Report Enhancements	Per Hour	50	\$ 100.00	\$ 5,000.00			
	TOTAL BID \$ 223,319.30							
	DELIVERY METHOD: Van							
COMPAN	COMPANY NAME: _Gear Cleaning Solutions LLC_							
PRINTE	PRINTED NAME:Rick Johnson							
EMAIL A	EMAIL ADDRESS:rick@gearcleaningsolutions.com_							

Tab 6 - PICK-UP AND DELIVERY PROGRAM SUMMARY

Gear Cleaning Solutions will solely be responsible for pick-up and delivery (routes) of Bunker Gear from all AFD fire stations as well as support service locations. GCS will be primarily using a company owned 2012 Nissan, NV1500, Cargo Van. GCS also has a revolving contract with Enterprise truck rental, to supply GCS with a similar van when required or in case of emergency. Attached is a sample pick-up and delivery schedule that resembles the schedule that will be implemented during the AFD route cycle. The attached schedule will complete all stations within 9months. The remaining three months will be used to schedule AFD owned stock PPE and any items missed throughout the route. GCS will coordinate with Support Services and provide training with the route procedures to proper personnel. We will then call the scheduled stations on the night before the pick-up to offer any last-minute instructions and to identify any possible unforeseen issues. GCS will provide paperwork, labels, instructions and all other elements necessary for pick-ups. Typically, we use clear trash bags for pick-up. If AFD chooses to use mesh laundry bags, they will be provided for a nominal fee. The scheduled stations will be picked-up after shift change (noon), delivered to the GCS location in San Antonio, processed and returned within 48 hours (before firefighters returning for shift). Any elements that cannot be returned to the scheduled station in the 48-hour time frame will be replaced with a loaner piece (same or comparable size) at no charge and Support Services will be notified. This loaner piece will be free from charge and will be NFPA 1851/1971 compliant. Any AFD owned element that is found to be non-compliant, or if repairs exceed the cost matrix, support services will be notified promptly so that either an AFD owned replacement piece can be delivered or a GCS rental element can be delivered back to the station for the Firefighter to use.



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Pick Up Date	Shift	Station			
1/07	В	3(B1), 9(B7), 10(B3)			
1/14	C	3(61), 9(67), 10(63)			
1/21	A A	C			
Pick Up Date	Shift	Station			
1/28	В	12(B3), 16(B3), 19(B3)			
2/04	С	12(03), 10(03), 13(03)			
2/11	A A				
Pick Up Date	Shift	Station			
2/18	В	21/B3) 31/B6) 33/B2) 47/B2)			
2/25	С	21(B3), 31(B6), 33(B2), 47(B2)			
3/04	A				
Pick Up Date	Shift	Station			
3/11	В	25/P2) 20/P2) 44/P2)			
3/18	С	25(B2), 39(B2), 44(B2)			
3/25	A				
Pick Up Date	Shift	Station			
4/01	В	34/P2) 38/P2) 45/P2)			
4/08	С	34(B2), 38(B2), 45(B2)			
4/15	A				
Pick Up Date	Shift	Station			
4/22	В	9/P3) 29/P6) 20/P3)			
4/29	С	8(B3), 28(B6), 30(B3)			
5/06	A				
Pick Up Date	Shift	Station			
5/13	В	23/P3) 40/P7) 41/P7)			
5/20	С	23(B3), 40(B7), 41(B7)			
5/30* Thur	A				
Pick Up Date	Shift	Station			
6/03	В	44/00) 00/07) 40/07)			
6/10	С	14(B6), 26(B7), 18(B7)			
6/17	A				
Pick Up Date	Shift	Station			
6/24	В	E(DE) 7(D4) 4E(DE)			
7/01	С	5(B5), 7(B1), 15(B5)			
7/08	A				

Pick Up Date	Shift	Station
7/15	В	1(B1), 2(B1), 4(B1)
7/22	С	T(B1), 2(B1), 4(B1)
7/29	A	
Pick Up Date	Shift	Station
8/05	В	44/04) 47/04) 22/00)
8/12	C	11(B4), 17(B4), 32(B6)
8/19	А	
8/26	В	00(04) 40(05) AED 40 (05)
9/05**Thurs	С	22(B4), 42(B5), AFR, 48 (B5)
9/09	А	
Pick Up Date	Shift	Station
9/16	В	17/D4) 24/D4) 25/D4)
9/23	С	17(B4), 24(B4), 35(B4)
9/30	A	
Pick Up Date	Shift	Station
	В	20(B6), 29(B8), 36(B8)
	С	
5-1-1-5-4	A	
Pick Up Date	Shift	Station
	В	27(B8), 37(B8), 43(B8), 46(B8)
	С	27(80), 37(80), 43(80), 43(80)
	A	
And the same of the same of the		1000 1000 1000 1000 1000 1000 1000 100
TROY MCMILLIN Lieutenant - Safety Support Office: 512-974-0286 Cell: 512-565-9803		Troy.McMillin@austintexas.gov
ROY SAUCEDO Office 512.974.4186		Roy.Saucedo@ austintexas.gov
ON DUTY OFFICERS Office 512.974.4170 Pgr. 512.802.1299		SHIFTS A, B ,C

Tab 7 – ELECTRONIC RECORDKEEPING CAPABILITIES INCLUDING DATATRANSFER AND REPORTING

Gear Cleaning Solutions uses Advanced Protective Tracking (APT) to manage and track records of all customers. We use APT to track PPE by individual serial numbers and by Firefighter name, rank, station and shift. The records and reports that we generate through APT are NFPA 1851, 2008 edition and TCFP compliant. Records include, but are not limited to, advanced inspections, cleanings, specialized cleanings, decontamination, repairs and all other types of maintenance. By using APT in conjunction with a department whom also uses APT, we will have the ability to provide daily, weekly, monthly and yearly reports by electronic data transfer (aka Sync Packets).

The data can and will be customized to include all advanced inspections, cleanings, specialized cleanings, decontamination, repairs and all other types of maintenance as well as costs for each of the charges on the PPE. All service data will be maintained by Gear Cleaning Solutions and provided to the department upon request. GCS has the ability and will provide scheduled electronic reports and data transfer as requested in attachment B-reports. Any report that needs to be manipulated at the request of AFD will be made promptly (within 48 hours).

Tab 8 - ADEQUATE LOANER GEAR INVENTORY

GCS currently has a stock loaner program consisting of 200+ sets of structural firefighting PPE head to toe. The majority of our program is Advanced Gold, Advanced Tan, and PBI Gemini. These sets comply with NFPA 1851 and NFPA 1971 current editions. The coat sizes range from 50x32 our largest to 38x32 being our smallest; pant sizes are 50x32 to 34x32.

As an ISP that "contracts" protective clothing, we must comply with Texas Commission on Fire Protection Standards Manual for Fire Protection Personnel Chapter 435 section 1.a.2 "ensure that all protective clothing which is used by fire protection personnel assigned to fire suppression duties comply with the minimum standards of the National Fire Protection Association suitable for the tasks the individual is expected to perform."

The National Fire Protection Association standard applicable to protective clothing is the standard in effect at the time the entity contracts for new, rebuilt or used protective clothing). Thus, all of GCS's protective clothing have been manufactured within ten years and retired after ten years to stay compliant with TCFP. GCS continues to add additional stock as the PPE is retired, adding approximately 20 sets every year. This year we will be adding 35 sets to our program.

If AFD wishes to rent Personal Protective Equipment outside the scope of the contract, such as cadet or PPE required for an extended period outside the regular route schedule, refer to tab 5, the pricing schedule for rates.

Currently, GCS does not maintain a loaner gear stock of Proximity PPE. If such a need arises, we will utilize our resources to accommodate AFD needs.

Tab 9 - Demonstrated Qualifications and Experience

GCS holds unmatched qualifications and experience within the PPE care and maintenance industry. GCS has been instrumental in the education, implementation, and maintenance of numerous NFPA 1851 program across the United States including Colorado Springs, CO, and Topeka, KS. Based in Texas, GCS has serviced and assisted with implementation of programs for a variety of departments including Dallas, San Antonio, Garland, Plano, Austin, Arlington, Bryan, Corpus Christi, Round Rock and El Paso Fire Departments.

The owners' of GCS are active participants on NFPA 1851, NFPA 1971 and the Technical Correlating Committee on Firefighter Protective Clothing and Equipment. Owner Tim Tomlinson is the Chairman of NFPA 1851 and NFPA 1971, and owner Rick Johnson is a voting member on NFPA 1851 and NFPA 1971. This benefits The Austin Fire Department by providing a direct line of communication for clarification, upcoming changes and continual feedback to the Austin Fire Department aiding the implementation and continuation of the most comprehensive NFPA 1851 program possible.

GCS is continually involved in on going research projects with the NFPA, NFPA Research Foundation, NIOSH and International Personal Protection surrounding performance, cleaning, decontamination, disinfection and sanitation of firefighter protective clothing. Tim Tomlinson was the initiator of "How Clean is Clean", a research project initiated in 2015 and funded by a \$970,000 research grant by Assistance to Firefighter Grants Organization, which focused on determining what persistent contaminants are in firefighter protective clothing and how well current technologies in the industry are able to clean these contaminants. The results of this project provided a validated measuring capability able to determine the effectiveness any cleaning technology available on the market. These validation procedures, tools and capabilities will be incorporated in the 2019 revision of NFPA 1851 for cleaning verification of organizations, independent service providers and manufactures.

NIOSH and an independent testing laboratory Armstrong Forensics Laboratory have validated GCS's cleaning processes. GCS's cleaning processes have proven to be the most effective processes available in the United States from this independent testing. A testing summary has been provided below which show the results of the GCS processes and equipment have received in the effectiveness of removing, heavy metals, Polyaromatic Hydrocarbons (PAH's), Phenols, Thalates, and biological microorganisms.

GCS has the ability to use a combination of equipment for cleaning all elements of the firefighter ensemble. Washer extractors, ultrasonic cleaning, ozone, large recirculation sinks and soak tanks are all part of GCS's cleaning capabilities depending on the element and indented purpose. All washer extractors are programmed to run both wash and disinfectant cycles. Depending on the cycle the maximum amount of water ranges from 12-20 gallons total. The cleaning solutions are direct injected with metered doses so there is no waste. All wastewater travels to a wastewater treatment facility designed to handle sewer and traditional contaminated wastewater. The cleaning solution used at GCS

is a non-flammable, non-toxic, biodegradable cleaning solution comprised of primarily food grade ingredients.

All PPE at Gear Cleaning Solutions is cleaned using only one agent (CitroSqueeze). CitroSqueeze is a PH neutral, non-flammable; food grade agent that is biodegradable, environmentally safe and user friendly. CitroSqueeze is formulated to remove harmful hydrocarbons and soils resulting from fires and chemical spills all while maintaining the integrity of the gear. CitroSqueeze is tested and proven safe by DuPont for cleaning Nomex, Southern Mills for cleaning P.B.I. and Kevlar fabrics, Safety Components International and CIBA Specialty Chemicals for cleaning the isodri., W.L. Gore & Assoc. for cleaning Gore-tex and 3M Products for cleaning Scotchlite Retro reflective trims. CitroSqueeze is currently being used and has been used for over a decade in the following cities: City of Dallas, Fort Worth, Plano, North Washington, Colorado Springs, Topeka KS, Albuquerque, Fairfax, VA, Sacramento City, Sacramento County, Los Angeles City and hundreds more.

All PPE at GCS that require any blood borne pathogen disinfection are decontaminated with a combination of Ozone and a disinfectant called Pro Quaternary. These products and procedures achieve a disinfection log kill of 6 under the EPA regulations, which for example reduce the colony to 1 MRSA bacterium by 99.9999% reduction.

All cleaning procedures are verified to NFPA 1851 by Underwriters Laboratories (UL) and are approved by the Manufactures and Mills. These cleaning procedures have been used and documented with proven results since 1999.

SOP for Advanced Cleaning Outer Shell of Structural Turnout Gear as per NFPA 1851

Before you start washing Turnout Gear, Make Sure You Wear Protective Equipment Including Aprons, Gloves, and Safety Glasses

- 1. All Layers of Garment Ensemble are to be separated/remove DRD if possible
- 2. Spot treat heavy soiled areas with NFPA 1851 compliant spotters.
- 3. Close all closures on coat and pant
- 4. Soak Outer shell for one hour or longer up to 24hrs if needed in tank with NFPA 1851 compliant cleaning agents
- 5. Remove from Soak Tank and Load Extractor to the Extractor manufacture's recommended capacity (GCS Machines can hold up to 10 pieces)
- 6. Select proper cycle for Outer shell and run machine with pre-programmed NFPA 1851 compliant formulations (cold water wash, NFPA 1851 compliant detergent (CitroSqueeze), 3 cold water rinses using no chemicals, NFPA 1851 compliant extract spin speed of 98g- force).
- 7. Remove Turnout Gear Outer shell from extractor after wash cycle is completed, inspect and rewash if needed.

SOP for Advanced Cleaning Liner of Structural/proximity Turnout Gear as per NFPA 1851

- 1. All Layers of Garment Ensemble are to be separated
- 2. Spot treat heavy soiled areas with NFPA 1851 compliant spotters.
- 3. Turn Liner inside out (close all closures on coat and pant. (if possible)
- 4. Load Extractor to the Extractor manufacture's recommended capacity (GCS Machines can hold up to 10 pieces)
- 6. Select proper cycle for Liner and run machine with pre-programmed NFPA 1851 compliant formulations (cold water wash, NFPA 1851 compliant detergent (CitroSqueeze), 3 cold water rinses using no chemicals, NFPA 1851 compliant extract spin speed of 98g- force).
- 7. Remove Turnout Gear Liner from extractor after wash cycle is completed, inspect and rewash if needed.

SOP for Advanced Cleaning Outer Shell of Structural Turnout Gear as per NFPA 1851

Before you start washing Turnout Gear, Make Sure You Wear Protective Equipment Including Aprons, Gloves, and Safety Glasses

- 1. All Layers of Garment Ensemble are to be separated/remove DRD if possible
- 2. Spot treat heavy soiled areas with NFPA 1851 compliant spotters.
- 3. Close all closures on coat and pant
- 4. Soak Outershell for one hour or longer up to 24hrs if needed in tank with NFPA 1851 compliant cleaning agents
- 5. Remove from Soak Tank and Load Extractor to the Extractor manufacture's recommended capacity (GCS Machines can hold up to 10 pieces)
- 6. Select proper cycle for Outershell and run machine with pre-programmed NFPA 1851 compliant formulations (cold water wash, NFPA 1851 compliant detergent (CitroSqueeze), 3 cold water rinses using no chemicals, NFPA 1851 compliant extract spin speed of 98g-force).
- 7. Remove Turnout Gear Outershell from extractor after wash cycle is completed, inspect and rewash if needed.

SOP for Advanced Cleaning Liner of Structural/Proximity Turnout Gear as per NFPA 1851

1. All Layers of Garment Ensemble are to be separated

- 2. Spot treat heavy soiled areas with NFPA 1851 compliant spotters.
- 3. Turn Liner inside out (close all closures on coat and pant. (if possible)
- 4. Load Extractor to the Extractor manufacture's recommended capacity (GCS Machines can hold up to 10 pieces)
- 6. Select proper cycle for Liner and run machine with pre-programmed NFPA 1851 compliant formulations (cold water wash, NFPA 1851 compliant detergent (CitroSqueeze), 3 cold water rinses using no chemicals, NFPA 1851 compliant extract spin speed of 98g- force).
- 7. Remove Turnout Gear Liner from extractor after wash cycle is completed, inspect and rewash if needed.

SOP for Advanced Cleaning Outer Shell of Proximity Turnout Gear as per NFPA 1851

- 1. Separate Outer Shell from Liner (if applicable)
- Hand Wash Outer Shell with Sponge using NFPA 1851 compliant cleaning solutions....DO NOT MACHINE WASH.
- 3. Rinse Outer Shell in tanks of fresh water or hose off (repeat rinse process 3 times)
- 4. Hang Dry both the Outer Shell and Liner in light protected area.

Gear Cleaning Solutions is committed to meeting customer requirements and increasing customer satisfaction through continual improvement of its services and the quality management system. Cleanings, Repairs, and Inspections are performed by industry standards such as NFPA 1851. The quality management system and services provided by GCS are audited on an annual basis. Underwriters Laboratories (UL) performs this audit for compliance with the requirements outlined in NFPA 1851. A copy of this year's current UL Verification certificate is included.

This level of quality is achieved through the adoption of a system of procedures that reflect the competence of the Company to existing customers, potential customers, and independent auditing authorities.

Achievement of this policy involves all staff, which is individually responsible for the quality of their work, resulting in a continually improving working environment for all. This policy is provided and explained to each employee by the Quality Manager.

To achieve and maintain the required level of assurance the Quality Manager retains responsibility for the Quality System with routine operation controlled by the Operations Manager.

The objectives of the Quality Assurance System are:

A. To maintain an effective Quality Assurance System complying NFPA 1851 Standard on care and Maintenance of Structural and Proximity Firefighter Protective Clothing.

- B. To achieve and maintain a level of quality which enhances the Company's reputation with customers.
- C. To ensure compliance with relevant statutory and safety requirements.
- D. To endeavor, at all times, to maximize customer satisfaction with the services provided by Gear Cleaning Solutions.

In summary, GCS will not only provide all required specifications but also all resources, knowledge and continual development to maintain an all-inclusive NFPA 1851 program that makes The Austin Fire Department proud



March 20, 2019

Time Tomlinson Gear Cleaning Solutions 2221 Manana Drive Suite #190 Dallas, TX 75220

Dear Mr. Tomlinson:

Thank you and your company for participating in the Fire Protection Research Foundation study for the DHS-sponsored "How Clean is Clean" research in allowing us to evaluate the effectiveness of your advanced cleaning procedures. This information helped us finalize the cleaning verification procedures that were proposed and that are now being implemented in the next edition of NFPA 1851, Standard on the Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

Attached is a synopsis of the test results for the evaluation of effectiveness for your advanced cleaning, provided in two parts:

- 1. Removal of semi-volatile organic chemicals
- 2. Removal of inorganic heavy metals

A log_{10} reduction 3 or greater was further determined for specimens inoculated with Staphylococcus aureus and Klebsiella pneumoniae bacteria and subject to your sanitization procedures.

All of the subject testing was performed by the National Personal Protection Technology Laboratory and Health Effects Laboratory Division (HELD) of the Center for Disease Control/National Institute for Occupational Safety and Health (CDC/NIOSH). Multiple replicates were performed according to the proposed NFPA 1851 procedures.

These results show that both your advance cleaning and sanitization procedures would meet the proposed criteria being put into the next edition of NFPA 1851.

Please contact me if you have any questions

Sincerely,

Jeffrey O. Stall

Jeffrey O. Stull, Technical Director "How Clean is Clean" Project

Part I - Effectiveness of Advanced Cleaning for Removing Semi-Volatile Organic Chemicals*

Facility: Gear Cleaning Solutions, Dallas, Texas Dates of Testing: December 2017 to March 2018 Laboratory: CDC/NIOSH NPPTL, Morgantown, WV

Sample 1D	Phenol	2-Nitrophenol	2,4,6 Trichlorophenol	Acenphthene	Diethyl phthalate	Fluorene	Phenanthrene	Anthracene	Di-n-octyl phthalate	Pyrene	Average all SVOCs
Coat A2	>99	>99	96	99	96	68	34	56	28	29	70
Coat A3	>99	>99	95	62	94	41	27	56	67	50	69
Pant A2	>99	>99	97	82	95	60	40	55	56	50	73
Pant A3	>99	>99	95	71	93	41	20	49	39	36	64
Coat B2	>99	>99	98	82	96	59	39	74	37	52	74
Coat B3	>99	>99	97	69	93	38	27	61	20	36	64
Pant B2	>99	>99	97	83	96	67	56	70	61	64	79
Pant B3	>99	>99	96	83	94	61	45	68	10	72	73
Coat C2	>99	>99	97	83	96	64	50	50	68	46	75
Coat C3	>99	>99	96	83	94	61	45	46	42	36	70
Pant C2	>99	>99	97	85	96	65	52	53	4	41	69
Pant C3	>99	>99	97	83	97	68	57	58	43	56	76
Average	>99	>99	97	80	95	58	41	58	40	47	71

^{*} All values presented as percentage of contaminant removed.

Part II - Effectiveness of Advanced Cleaning for Inorganic Heavy Metals*

Facility: Gear Cleaning Solutions, Dallas, Texas Dates of Testing: December 2017 to March 2018 Laboratory: CDC/NIOSH NPPTL, Morgantown, WV

	Al	Ba	Be	Co	Cr 52	Cu	Mn	Pb	Мо	Mg	Sb	As	Se	Cd	Avg.
Avg. Laundered Coat Blank (µg)	42.78	5.16	0.06	0.09	0.26	4.15	0.13	0.10	0.04	105.7	0.29	0.04	0.06	0.07	11.35
S.D.	12.20	0.39	0.09	0.12	0.57	1.15	0.40	0.11	0.10	15.21	0.13	0.07	0.09	0.07	2.19
Avg. Coat (µg)	3.65	36.57	0.24	3.49	3.92	8.08	3.48	22.57	14.63	58.47	8.18	18.27	8.32	4.02	13.84
S.D.	16.76	14.89	0.10	1.30	0.91	2.52	1.33	7.61	3.53	35.98	3.54	7.44	3.71	1.47	7.22
Avg. Coat % CE**	96.35	63.43	99.76	96.51	96.08	91.92	96.52	77.43	85.37	41.53	91.82	81.73	91.68	95.98	86.15
Avg. Laundered Pant Blank (µg)	43.15	3.64	0.06	0.10	0.27	4.32	0.10	0.30	0.03	109.0	0.34	0.04	0.08	0.08	11.54
S.D.	2.00	2.15	0.05	0.09	0.56	0.90	0.42	0.38	0.08	17.44	0.12	0.05	0.06	0.08	1.74
Avg. Pant (µg)	3.67	37.34	0.29	4.99	5.02	9.60	4.99	30.01	18.95	56.43	8.85	20.31	10.61	5.45	15.47
S.D.	12.34	11.50	0.09	1.79	1.58	3.00	1.66	9.78	5.02	25.50	2.62	5.27	3.41	1.99	6.11
Avg. Pant % CE**	96.33	62.66	99.71	95.01	94.98	90.40	95.01	69.99	81.05	43.57	91.15	79.69	89.39	94.55	84.53
Overall Average % CE**	96.34	63.05	99.73	95.76	95.53	91.16	95.77	73.71	83.21	42.55	94.49	80.71	90.54	95.27	85.34

^{*} Data provided for larger range of heavy metals than specified in NFPA 1851.

^{** %} C.E. = percent cleaning efficiency.

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

- 1. <u>CONTRACTOR'S OBLIGATIONS</u>. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
- 3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
- 5. <u>TITLE & RISK OF LOSS</u>: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
- 6. <u>DELIVERY TERMS AND TRANSPORTATION CHARGES</u>: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
- 7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
- 8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
- 9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property.
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.
- 16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

- i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
- ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
- iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract:
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

- 20. <u>WARRANTY TITLE</u>: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
- 21. WARRANTY DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
 - A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
- 22. <u>WARRANTY SERVICES</u>: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
 - A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be <u>at least</u> one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

- 23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
- 24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 26. <u>DEFAULT</u>: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
- **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate 27. the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. <u>Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions</u>
- 33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

- 34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
- 35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
- 37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City. Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

- 39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 44. <u>ASSIGNMENT-DELEGATION</u>: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 47. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
- 49. <u>JURISDICTION AND VENUE</u>: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. Americans with Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph
 - i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The Principal Artist's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Claudia Rodriquez, via email: ClaudiaR.Rodriquez@austintexas.via no later than 10 days before the solicitation close date.

- 2. **INSURANCE**: Insurance is required for this solicitation.
 - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

- B. <u>Specific Coverage Requirements</u>: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
 - ii. Commercial General Liability Insurance: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. <u>Business Automobile Liability Insurance</u>: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. <u>Property Insurance:</u> The Contractor shall provide All Risk (Special Form) Property or Bailee coverage including, but not limited to, fire, wind, hail, theft, vandalism, and malicious mischief for all personal property owned by the City and in the care, custody, and control of the Contractor.

The City shall be added to the property policy as a Loss Payee as their interest may appear.

C. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5.	DEL	.IVERY	KEQU	JIREMENT	5:

Location:	Days:
1) See Attachment A for AFD Stations	Monday – Sunday

- A. Delivery is to be made within the requirements listed in the scope of work. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300). These holidays do not impact deliveries to the Fire Stations.
- 6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
 - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

		City of Austin
Department		Austin Fire Department
Attn:		Accounts Payable
Address		4201 Ed Bluestein Blvd
City, State Code	Zip	Austin, TX 78721
Email:		FIRE Accounts Payable - FIREAcctsPayable@austintexas.gov FIRE Safety Support - FireSafetySupport@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- 7. <u>LIQUIDATED DAMAGES</u>: Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$150 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$150 per calendar day for each calendar day of delay.

8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must <u>submit as part of their</u> Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

9. **SAMPLE OF SERVICES:**

- A. The Offeror shall provide, upon the City's request, a sample of their ability to clean, decontaminate, and/or repair bunker gear at no cost prior to contract award. Theseservices are to be provided per the scope of workSince AFD uses multiple manufacturer's the request of demonstrated services may be on up to five sets of bunker gear. This sample shall be provided within 15 working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Austin Fire Department – Safety Division
Address	517 South Pleasant Valley Road
City, State Zip Code	Austin, TX 78741
Attn:	Fire Safety Chief

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet <u>all</u> requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- E. Samples will be evaluated or tested for performance on the following requirements:
 - Re-stitching of seams and trim.
 - Repair and replacement of reflective trim.

- Patches of all types to Outer Shells, Moisture Barriers and Thermal liners.
- Knee pad replacement.
- Pant shorten and lengthen legs
- Pant take in and let out of waist
- Coat shorten/lengthen sleeves
- Coat take in and let out chest and body

10. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

11. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at: http://www.austintexas.gov/edims/document.cfm?id=277854

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

13. WORKPLACE CONDITIONS CODE ("CODE"):

- A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.
- B. In this code:

- i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.
- ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
- iii. Worker means:
 - any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
 - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
 - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.
- C. <u>Prohibition of Sweatshop Conditions</u>: A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.
- D. <u>Compliance with All Laws</u>: A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- E. <u>Harassment and Abuse</u>: A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- F. <u>Discrimination</u>: A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- G. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- H. <u>Wages</u>: A Vendor shall pay wages that comply with the Living Wages Provision contained in this Solicitation.
- I. <u>Wage and Hour Records</u>: Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. <u>Working Hours</u>: A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.

- K. <u>Overtime Compensation</u>: A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. <u>Termination</u>: A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. Closure to Avoid Compliance: A vendor may not close or reduce orders for a production facility:
 - i. as a punitive measure against workers for exercising their right to freedom of association; or
 - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.

N. Vendor Recordkeeping Requirements:

- i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
- ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
 - (1) An affidavit setting forth the following information (see the Workplace Conditions Affidavit included in the Solicitation):
 - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
 - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
 - (2) An agreement in which the Contractor commits to the following:
 - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
 - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors: and
 - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
 - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
 - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
- iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
- iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.

- v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
- vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- O. <u>Compliance; Verification</u>: Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.

P. **Enforcement; Penalties:**

- i. <u>Complaints</u>: Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
- ii. Requests for Information: Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
- iii. Access to Production and Distribution Facilities: For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
- iv. <u>Independent Audit</u>: If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
- v. Remediation: On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
 - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
 - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
 - (3) re-instating a worker who has been dismissed in violation of the law.
- vi. <u>Training On Workplace Conditions</u>: At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
- vii. <u>Summary of Corrective Actions</u>: The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
- viii. <u>Sanctions</u>: The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in

a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.

- ix. <u>Debarment and Suspension</u>: In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
- x. <u>Protest</u>: A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

14. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New ALO Ordinance No 20180614-056.pdf and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.

15. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Fire Department facilities and fire stations by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. The Contractor shall submit a complete list of all persons requiring access at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel shall have work badges on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
- F. All Contractor vehicles and pesonnel uniforms shall clearly identify the Contractor's/business name.

16. **ECONOMIC PRICE ADJUSTMENT**:

- A. Price Adjustments: Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 20 percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. <u>Indexes:</u> In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification: Complete table as they may apply.

E1.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: PCU31521031521048	
	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: PPI industry data for Cut men's and boys' pants, work apparel, and other ou	and sew apparel contractors-Contract receipts for terwear, not seasonally adjusted
This Index shall apply to the following items of the	Bid Sheet / Cost Proposal: 1-84

Calculation: Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Equals Change Factor	
Multiplied by the Base Rate	
Equals the Adjusted Price	
Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: PCU51825182	
Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
seasonally adjusted	r oup data for Data processing and related services,
This Index shall apply to the following i Services	items of the Bid Sheet / Cost Proposal: IT Enhancer
	culated as follows:
Calculation: Price adjustment will be calculation	, and the transfer of the tran
Calculation: Price adjustment will be calculation:	fortan related for the finder of any
	ne same factor calculated for the index change.
	ne same factor calculated for the index change.
Single Index: Adjust the Base Price by th	
Single Index: Adjust the Base Price by th	
Single Index: Adjust the Base Price by the Index at time of calculation Divided by index on solicitation close date	
Single Index: Adjust the Base Price by the Index at time of calculation Divided by index on solicitation close date Equals Change Factor	

- **INTERLOCAL PURCHASING AGREEMENTS**: (applicable to competitively procured goods/services 17. contracts).
 - Α. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - The City does not accept any responsibility or liability for the purchases by other governmental В. agencies through an interlocal cooperative agreement.

18. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Name: Roy Saucedo

Email: Roy.Saucedo@austintexas.gov

Phone: 512-974-4186

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

THE CITY OF AUSTIN FIRE DEPARTMENT SCOPE OF WORK FOR

BUNKER GEAR MAINTENANCE AND REPAIR SERVICES REQUEST FOR PROPOSALS (RFP) # 8300-CRR3003

1.0 PURPOSE

This Request for Proposal (RFP) is to establish a Contract with a qualified Vendor (herein referred to as "Contractor") to provide maintenance and repair services of firefighter bunker gear (structural and proximity protective gear) to the Austin Fire Department (AFD). It is the City's preference to award a single contract for these services, however, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2.0 SCOPE

- **2.1** The Contractor shall provide repairs, alterations, cleaning, decontamination, inspections, and reporting for bunker gear coat and pants in compliance with both current National Fire Protection Association (NFPA) 1851 standards and manufacturer specifications.
- **2.2** The Contractor shall be required to pick-up bunker gear from Austin fire station or fire support locations, complete service requirements and return the bunker gear to the station or fire support location within 48 hours. A schedule will be created with the Contractor for these services upon contract award.
- **2.3** The Contractor shall provide the following services for bunker gear:
 - advanced inspections
 - cleaning
 - decontamination and disinfection
 - repairs and alterations
 - pick-up/delivery of bunker gear from AFD fire stations and support sites
 - data tracking, reporting, and data transfer
 - follow service and cost parameters (Attachment C)
 - · retirement of gear
 - loaner gear
 - training

3.0 BACKGROUND

The AFD currently has 49 fire stations and four additional support service locations. AFD is a 1,200-member department that currently owns approximately 1,300 sets of bunker gear including loaner gear which is kept at the Safety Office. The AFD Safety Support Office is

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in charge of managing bunker gear inspection with a third-party contractor. Third party contractor is schedule to pick up bunker gear from fire stations when fire personnel get off shift work and completed an advanced inspection on bunker gear and any repairs needed. The Contractor will be responsible for records pertaining to the services they provide to the bunker gear. AFD fire stations operate on three 24-hour rotating shifts, 7 days a week, with a shift change at 12:00pm noon daily. The pick-up and delivery service shall be designed to return bunker gear to the firefighter two hours before the start of their next shift.

4.0 APPLICABLE STANDARDS AND SPECIFICATIONS

The Contractor shall provide all bunker gear cleaning, decontamination, repairs, and maintenance services in order to meet or exceed current NFPA (NFPA 1851, and 1971) standards and manufacturer's guidelines that are applicable to this specification.

5.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

5.1 <u>Experience Requirements</u>

The Contractor's business shall have been in business for at least two years providing commercial cleaning, inspection, repair, and pick-up/delivery of structural and proximity firefighting bunker gear as their primary business.

5.2 Compliance

The Contractor shall:

- **5.2.A** Comply with and be knowledgeable of all NFPA standards and manufacturer guidelines, which apply to the care and maintenance of structural and proximity bunker gear, including, but not limited to those listed in Section 4 of this Specification.
- **5.2.B** Comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations.
- 5.2.C If the City is found to be at fault due to work done by or negligence caused by the Contractor, the Contractor shall promptly reimburse the City for any fines or penalties levied against the City by the Texas Commission on Fire Protection (TCFP) because of failure to comply with current NFPA standards adopted by the TCFP, or any other specification requirement indicated in this solicitation. TCFP penalty information can be found in the Texas Administrative Code- TITLE 37: Public Safety and Corrections, PART 13: Texas Commission on Fire Protection, CHAPTER 445: Administrative Inspections and Penalties, Rule 445.11 An administrative penalty of up to \$500 per day may be assessed from the first day of formal notice of violation for each violation. If it is determined that the department was assessed administrative penalties for the same or similar violations within the previous five years, the administrative penalty of up to \$1,000 per violation may be assessed.
- **5.2.D** Conduct operations within a Certified ISP facility in accordance with current NFPA 1971 and 1851 standards for manufacturers of gear currently used by

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AFD including: Morning Pride,Inno Tex, and from any gear manufacturer from which AFD may attain due to future purchasing or expansion contracts.

- 5.2.D.a Be approved by W.L.Gore for repair and seam seal capability for Crosstech brand Moisture Barriers, or any other moisture barrier fabric used in bunker gear that meets current NPFA standards. Upon request, documentation shall be provided to the City within 3 business days of the request.
- **5.2.E** Upon the City's request, provide documentation verifying <u>National Recognized Third Party Independent Laboratory</u> test results.
 - 5.2.E.a Results shall be provided within 3 business days from the date of the City's request.
 - 5.2.E.b Results shall indicate compliance of NFPA standards for the Contractor's bunker gear cleaning and repair processes, as required in this specification.
- **5.2.F** Agree to obtain manufacturer's recognition if AFD purchases bunker gear from a new manufacturer within 45 days from date of AFD notice.
- **5.2.G** The Contractor shall supply Third Party Independent Laboratory testing results through annual and random sampling inspections that demonstrate ongoing NFPA compliance upon request from AFD.
- **5.2.H** The Contractor shall continue to supply annually, upon request, proof of ISP Certification of <u>any bunker gear used by AFD</u>. The ISP Certification shall include AFD's current supplier(s) and any previous or future supplier(s) of bunker gear (that may require maintenance through the duration of the contract).
- **5.2.I** The Contractor shall be able to perform an advanced inspection in compliance with the current NFPA 1851 Standard and manufacturer's instructions for such services. Any inspection ports created due to inspection of the liner shall be made re-closable using Velcro Brand hook & loop, if allowed by the manufacturer so as not to void the warranty of the garment.

5.3 Reference Requirements

References from a minimum of five customers <u>for similar contracts</u> relating to the cleaning, inspection, repair, and pick-up/delivery of structural and proximity firefighter bunker gear shall be provided in Section 0700, Reference Sheet. Include name of company or department, contact person and telephone number.

5.4 Facility and Equipment Requirements

- **5.4.A** The Contractor shall have no less than one permanent location that is equipped with all the necessary cleaning and repair equipment required to comply with these specifications and all applicable NFPA standards.
- **5.4.B** The location to provide the services for this bid shall have at least one secure area to protect bunker gear from theft or damage.

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- **5.4.C** Facility equipment shall be kept in good working condition at all times.
- **5.4.D** The Contractor shall have a properly equipped delivery vehicle for pick-up and delivery of bunker gear.

5.5 Site Inspection

AFD reserves the right to inspect the Contractor's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

5.6 Random Audits

The Contractor shall allow the City access to their facility for random audits of the cleaning and/or repair process as deemed necessary by AFD to verify compliance with the terms of this contract.

5.7 <u>Advanced Inspections</u>

The Contractor will provide annual advanced inspections on all bunker gear per current NFPA standards. In addition, any bunker gear under three years shall receive an advanced inspection upon AFD's request. Bunker gear will be serviced and returned to a location specified by AFD 2 hours before the AFD firefighter's next shift begins at noon.

5.8 Cleaning

The Contractor shall:

- **5.8.A** Clean all bunker gear at the time of annual inspection.
- **5.8.B** Use dedicated washers/extractors to clean all AFD gear, to minimize the threat of cross-contamination during the cleaning process.
- **5.8.C** Use cleaning chemicals that have been manufactured specifically for the cleaning of bunker gear.
- **5.8.D** Use cleaning chemicals which have been tested to verify that PH levels are appropriate for bunker gear and meet manufacturer's specifications.
- **5.8.E** Use cleaning methods and cleaning chemicals in accordance to manufacturer's guidelines and in compliance with NFPA 1500, 1851, and 1971.
- **5.8.F** The City reserves the right to have compliance verified for any chemicals used on AFD bunker gear through independent laboratory testing at the City's expense.

5.9 Decontamination/Disinfection

The Contractor shall:

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- **5.9.A** Retrieve contaminated bunker gear from the AFD Safety Office or other specified location, upon request from AFD.
- **5.9.B** Provide decontamination service for bunker gear that becomes contaminated with hazardous materials, (i.e. diesel fuel, gasoline, hydraulic oil, insecticides, pesticides, asbestos, acids, and other hazardous chemicals), upon request from AFD.
- **5.9.C** Provide disinfection services for protective clothing and accessories which have been directly exposed or are suspected of being contaminated with body fluids or known blood borne pathogens, upon request by AFD.

5.10 Repair/Alterations

The Contractor shall:

- **5.10.A** Provide repair services on bunker gear as requested by AFD.
- **5.10.B** Pick-up bunker gear in need of repair from locations specified by AFD within 48 hours of initial request.
- **5.10.C** Return repaired gear to location specified by AFD by the firefighter's next shift.
- **5.10.D** Not charge AFD for any services or repairs covered under the bunker gear manufacturer's warranty. If the Contractor receives any bunker gear that is covered under manufacturer's warranty, the Contractor must contact AFD before proceeding with any work.
- **5.10.E** Perform alterations and repairs in a manner that is consistent with manufacturer instructions. The Contractor shall be responsible if any manufacturer warranties are voided as a result of performing repair or alterations work
- **5.10.F** Conduct all repairs and alterations so that all gear is maintained according to required standards and working order.
- **5.10.G** The Contractor shall be capable of performing all needed repairs including moisture barrier repairs and seam sealing in compliance with current NFPA 1851 standards.
- **5.10.H** The Contractor shall use only Velcro that contain fire retardant backing on bunker gear requiring replacement and must meet or exceed NFPA 1851 standards.
- **5.10.I** All thread must be 100% must meet minimum breaking strength and in compliance with NFPA 1851 standards.
- **5.10.J** Repairs must meet minimum stitch counts recommended by the manufacturer. Garment is to be returned to original condition and all stitching shall match.

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- **5.10.K** If requested by AFD, each piece of gear shall be bar-coded on a heat resistant material.
- **5.10.L** Item #71 on the Bid Sheet is a miscellaneous sewing charge for specialty items not covered under the repair items listed on the Bid Sheet. This charge shall NOT be used UNLESS it is approved IN ADVANCE by the AFD.
- **5.10.M** Repair services that do not meet current NFPA standards shall be corrected by the Contractor at no additional cost to AFD.
- **5.10.N** The Contractor shall use the same materials used in the original manufacturing of product for repairs. Different types of materials may only be used with express written consent of AFD.

5.11 <u>Pick-up and Delivery Service</u>

The Contractor shall:

Be responsible for pickup and delivery of bunker gear from AFD fire stations and support service locations. The Contractor shall work with AFD to develop and implement a mutually agreed upon pick-up and delivery schedule. <u>See Exhibit A- for AFD Facility Addresses.</u>

Bunker gear shall be retrieved, processed, and returned to the AFD firefighter's station location 2 hours before their next shirt begins or to appropriate support service location as specified by AFD. Fire Station operations personnel work three rotating A, B, & C shifts; on 24 hrs. and off 48 hours. Shifts change at 12:00 noon. If for any reason, the firefighter's bunker gear cannot be returned by the Contractor to the firefighter's station with 48 hours the Contractor shall be required to notify the AFD Safety Office. If loaner gear (owned by the Contractor) is required it shall be made available to firefighter within 48 hours, free of charge until the firefighter's AFD assigned bunker gear is returned. The Contractor is responsible for assuring that their loaner gear is NFPA compliant and sized to fit the firefighter per NFPA standards.

The successful Contractor shall provide:

- **5.11.A** Paperwork, bags, labels, instructions, and any other elements necessary for preparing bunker gear for pick-up, at least 24 hours prior to pick-up time.
- 5.11.B Pick-up and deliver repaired, inspected, or otherwise serviced bunker gear to the applicable fire station or service office location as determined by AFD, 2 hours before the firefighter's next shift.
- 5.11.C Have 48 hours to pick up bunker gear from the AFD Safety Office that is in need of spot repairs or alterations outside the regular schedule.

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- 5.11.D Provide a 12-month Advanced Inspection schedule for all AFD bunker gear to the AFD Safety Office for review and approval. After the schedule is established the Contractor shall work with the AFD Safety Office to update and change the schedule as needed.
- 5.11.E The AFD Safety Office will supply current rosters of all operations personnel and will work with the Contractor to create a route for all stations and all shifts.
- 5.11.F The Contractor may use a third-party delivery service if approved by the City in advance. The Contractor shall agree to insure the full value of bunker gear. The Contractor shall pay the AFD the replacement value of any bunker gear order that is lost or damaged while in the possession of the third-party delivery service or the Contractor. Replacement value is defined as the current price paid for new replacement bunker gear of the same brand and model currently used by the AFD.

5.11 <u>Tracking, Documentation, and Reporting</u>

The Contractor shall:

- **5.11.A** Provide all data pertaining to AFD bunker gear services within 48 hours of request (weekends and City holidays excluded). Data shall be tracked by individual bunker gear serial numbers. The Contractor shall provide data in a digital format compatible with IBM Maximo Asset Management.
- 5.11.B Keep accurate electronic records in compliance with NFPA 1851 standards. Record keeping shall be gathered and maintained per NFPA 1851 standards for all advanced inspections, cleaning, specialized cleanings, decontamination, repairs, and all other maintenance and services performed by the Contractor.
- **5.11.C** Provide a weekly electronic data transfer to AFD in a format compatible with IBM Maximo Asset Management software as agreed upon between the Contractor and AFD. Updated data shall contain complete information, on all cleanings, repairs, inspections, decontaminations, and disinfection services provided by the Contractor as well as cost for each charge on AFD bunker gear tracked by individual bunker gear serial numbers.
- **5.11.D** Maintain all AFD service data in a database maintained by the Contractor and data shall be provided to AFD upon request.
- **5.11.E** Provide AFD with scheduled electronic reports and data uploads. <u>See Exhibit B- Reports</u> for list of expected report types and due dates for weekly, monthly, quarterly, and annual reports. Additional reports may be requested by AFD in the future at no cost to the City.
- **5.11.F** Have the ability to manipulate AFD repair and inspection data and may be asked to provide customized electronic reports to AFD within 48 hours of request (Weekends and City holidays excluded).

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5.12 Service and Cost Parameters

- **5.12.A** If any repair or inspection service is expected to exceed costs in the schedule provided, <u>See Exhibit C Cost Matrix</u>, the Contractor shall contact the AFD Safety Office for written authorization prior to performing such repairs, inspections, maintenance or other services. AFD will not be liable for any service costs not specifically authorized by AFD that exceed costs outlined in Attachment C.
- **5.12.B** AFD shall not be charged for any services performed by the Contractor that do not meet current NFPA standards.
- **5.12.C** The Contractor is responsible for notifying the AFD Safety Office if bunker gear is in need of repair, cleaning or inspection and is still under the manufacturer's warranty. AFD is not liable for service costs for work performed on bunker gear by the Contractor that is covered by the manufacturer's warranty.

5.13 Retirement of Bunker Gear

If the Contractor deems bunker gear or some portion of the bunker gear to be damaged and/or contaminated to the extent it is neither cost effective nor possible for the item to be NFPA compliant, the Contractor shall immediately contact the AFD Safety Office for instructions. Per AFD Safety's instructions the gear shall either be returned to AFD at no cost with appropriate paperwork or disposed of by the Contractor with appropriate documentation and/or electronic records transferred to AFD.

5.14 Loaner Bunker Gear

The Contractor shall have at least 100 pairs of bunker gear in inventory to provide loaner gear to meet the needs of this contract. Loaner gear shall be provided to AFD free of charge from the Contractor in the event the 48 hour turnaround time for servicing AFD bunker gear is exceeded. The loaner gear shall meet or exceed the following minimum requirements.

- Color: Tan
- > NFPA 1971 and 1851 (current edition) compliant.
- Correctly sized per individual

5.15 <u>Training</u>

The Contractor shall provide bi-annual inspection training, per NFPA 1851 standards and manufacturer specifications to AFD personnel as they change or when there are industry changes as requested by AFD. The Contractor shall provide the training at their facility and shall provide two trainings a year.

6.0 WARRANTY

The Contractor shall guarantee completion of work without voiding the original manufacturer's warranty on the bunker gear. The Contractor shall not charge AFD for any services covered under bunker gear manufacturer's warranty.

0500 Scope of Work Page 8 of 9

7.0 <u>LIST OF EXHIBITS</u>

- 7.1 Exhibit A: List of AFD Fire Stations
- 7.2 Exhibit B: Example Reports
- 7.3 Exhibit C: Repair Cost Matrix

0500 Scope of Work Page 9 of 9

Austin Fire Department Station Addresses Exhibit A

Station #	Address	Zip		
AFR Bergstrom	3300 Emma Browning Ave	78719		
1	401 E. 5th St.	78701		
2	506 W. MLK Blvd.	78701		
3	201 W. 30th St.	78705		
4	1000 Blanco St.	78703		
5	1201 Webberville Rd.	78721		
6	1705 S. Congress Ave.	78704		
7	201 Chicon St.	78702		
8	8989 Research Blvd.	78758		
9	4301 Speedway	78751		
10	3009 Windsor Rd.	78703		
11	1611 Kinney Ave.	78704		
12	2109 Hancock Ave.	78756		
14	4305 Airport Blvd.	78722		
15	829 Airport Blvd.	78702		
16	7000 Reese Lane	78757		
17	4128 S. 1st St.	78704		
18	6311 Berkman Dr.	78723		
19	5211 Balcones Dr.	78731		
20	6601 Manchaca Rd.	78745		
21	4201 Spicewood Springs Rd.	78759		
22	5309 E. Riverside Dr.	78741		
23	1330 E. Rundberg Lane	78753		
24	5811 Nuckols Crossing Rd.	78744		
25	5228 Duval Rd.	78759		
26	6702 Wentworth Dr.	78724		
27	5401 McCarty Lane	78749		
28	2410 W. Parmer Lane	78727		
29	3703 Deer Lane	78759		
30	1021 W. Braker Lane	78758		
31	5507 FM 2222	78731		
32	2804 Montebello Rd.	78746		
33	9409 Bluegrass Dr.	78759		

Station #	Address	Zip
34	10041 Lakecreek Pkwy.	78729
35	5500 Burleson Rd.	78744
36	400 Ralph Ablanedo Dr.	78745
37	8660 Highway 71 West	78735
38	10111 Anderson Mill Rd.	78750
39	7701 River Place Blvd.	78726
40	12711 Harrisglenn Blvd.	78753
41	11205 Harris Branch Pkwy.	78754
42	2434 Cardinal Loop	78739
43	11401 Escarpment Blvd.	78739
44	11612 Four Iron Dr.	78750
45	9421 Spectrum Blvd.	78717
46	12010 Brodie Ln.	78748
47	4200 City Park Road	78730
48	14312 Hunters Bend Road	78725
49	11112 Old San Antonio Rd	78748



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WORK ORDER
30257
2/27/2019
PO
INITIALS

Tag # NAM		NAME		STATION	ID			
738				AF 5 6-A		1494		
СОАТВК					_			
Serial #	DOM	Description		Maint. Code Description	Qty	Unit Price	Ext. Price	
1506007136		BUNKER COAT	w81	MOISTURE PER SQUARE INCH	6	\$0.00	\$0.00	
	6	/22/2015						
			1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00	
					COA	TBK Total	\$36.00	

PANTBP							
Serial #	DOM	Description		Maint. Code Description	Qty	Unit Price	Ext. Price
1506007176		BUNKER PANT	1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00
	6/22	2/2015					
					PAN	TBP Total	\$36.00
					Tag	738 Total	\$72.00



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WORK ORDER
30257

PO
INITIALS

Tag # 739		NAME STATION AF A 9		STATION		ID			
				AF A 9	2802				
COAT MP			_						
Serial # DOM		Description		Maint. Code Description	Qty	Unit Price Ext. Price			
C1801227037		MORNING PRIDE COAT	1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00		
		4/1/2018							
					COAT	MP Total	\$36.00		

PANT028							
Serial #	DOM	Description		Maint. Code Description	Qty	Unit Price	Ext. Price
P1801227037		PANT028 imported 06/11/2012 11:14:32 4/1/2018	1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00
					PANT	028 Total	\$36.00
					Tag	739 Total	\$72.00



NFPA 1851 REPORT Single Tag by Fire Fighter-Per set

Wednesday, February 27, 2019

Tag 928 Total

\$110.64

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 WORK ORDER
 DATE

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 2/27/2019

 PO
 INITIALS

Tag # NAME		NAME	STATION		ID		
928				AF 3A	266	7	
COAT MP Serial #	DOM	Description	Maint. Code Description		Qty Unit Price Ex		Ext. Price
1705009192		MORNING PRIDE COAT 6/1/2017	W85	CM85-Moisture Seam tape (per inch)	3	\$0.00	\$0.00
			1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00
			46	Restitch	3	\$4.83	\$14.49
			238	M238-Bartack	3	\$4.83	\$14.49
					COAT	MP Total	\$64.98

Serial #	DOM	Description		Maint. Code Description	Qty	Unit Price	Ext. Price
1705009230		PANT028 imported 06/11/2012 11:14:32 6/1/2017	238	M238-Bartack	1	\$4.83	\$4.83
			1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00
			46	Restitch	1	\$4.83	\$4.83
-					PANT	028 Total	\$45.66



Tag 929 Total

\$93.63

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 WORK ORDER
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 2/27/2019

 PO
 INITIALS

Tag #		NAME		STATION	ID		
929				AF 12-A	195	6	
COAT234							
Serial #	DOM	M Description		Maint. Code Description	Qty	Unit Price Ext. Price	
1204001013		COAT234 imported 06/11/2012 11:14:33	1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00
	4	4/12/2012					
			91	CV91-Velcro @ FLASHLIGHT HOLDER	6	\$1.05	\$6.30
			238	M238-Bartack	1	\$4.83	\$4.83
					COAT	234 Total	\$47.13

Serial #	DOM	Description		Maint. Code Description	Qty	Unit Price	Ext. Price
1204001069		PANT235 imported 06/11/2012 11:14:36	1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00
	4/	12/2012	00	MVOC Valara Miaa	10	41.0 E	#10 F0
			96	MV96-Velcro Misc.	10	\$1.05	\$10.50
			THER	RMAL			
					PANT	235 Total	\$46.50



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 WORK ORDER
 DATE

 30257
 2/27/2019

 PO
 INITIALS

NAME

Tag #

ACCOUNT
AUSTIN FIRE

ID

930				AF 3-A	1/19			
COAT237								
Serial #	DOM	Description		Maint. Code Description	Qty	Unit Price Ext. Price		
1210005685		COAT237 imported 06/11/2012 11:14:38	1	C-Advance Cleaning & Inspection	1	\$36.00 \$36.00		
	10/1	11/2012						

STATION

COAT237 Total \$36.00

PANT238							
Serial #	DOM	Description		Maint. Code Description		Unit Price Ext. Price	
1210005793	10/1	PANT238 imported 06/11/2012 11:14:40 1/2012	238	M238-Bartack	1	\$4.83	\$4.83
			1	C-Advance Cleaning & Inspection	1	\$36.00	\$36.00
			46	Restitch	3	\$4.83	\$14.49
					PANT	238 Total	\$55.32

Tag 930 Total \$91.32

Exhibit C: Turnout Gear - Repair Cost Matrix

Age of Coat	% of Original Repair	Amount Allowed
1st Year	70%	\$840.00
2nd Year	50%	\$600.00
3rd Year	40%	\$480.00
4th Year	25%	\$300.00
5th Year	20%	\$240.00
6th Year	15%	\$180.00
7th Year	10%	\$120.00
8th Year	5%	\$60.00
9th Year	5%	\$60.00
10th Year	0%	\$0.00

Turnout Pant Cost	\$870
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Age of Pant	% of Original Repair	Amount Allowed
1st Year	70%	\$609.00
2nd Year	50%	\$435.00
3rd Year	40%	\$348.00
4th Year	25%	\$217.00
5th Year	20%	\$174.00
6th Year	15%	\$130.00
7th Year	10%	\$87.00
8th Year	5%	\$43.50.00
9th Year	5%	\$43.50.00
10th Year	0%	\$0.00

PROPOSAL FORMAT

Submit one original paper copy and an electronic copy of the original proposal in PDF version on a flash drive. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0610 Pricing Schedule
- D. Section 0700 References
- E. Section 0800 Non-Discrimination and Non-Retaliation Certification
- F. Section 0815 Living Wage Contractor Certification
- G. Section 0825 Workplace Conditions Affidavit
- H. Section 0835 Nonresident Bidder Provisions
- I. Section 0840 Service-Disabled Veteran Business Enterprise
- H. Section 0900 Subcontracting/Sub-consulting Utilization Form

 If you will be utilizing subcontractors, you must contact the Small and Minority

 Business Resources Department (SMBR) at 512-974-7600 to obtain a list of

 MBE/WBE firms available to perform the service(s) and include the completed 0900

 No Goals Utilization Plan with your proposal packet
- I. Section 0905 Subcontracting/Sub-consulting Utilization Plan *only required to be returned if your firm is subcontracting*
- J. Signed Addendums
- K. Attachment A -Exceptions Form

Tab 2 – Authorized Negotiator: Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

- **Tab 4 Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- **Tab 5 Proposed Pricing Schedule (30 Points)**: Provide pricing in the template provided (Section 0610) provide additional pricing documentation if needed.
- **Tab 6 Pick-up and Delivery Program and Schedule (20 Points)**: Define in detail how you plan to implement the delivery and pick up schedule as required in the scope of work. At minimum, include the information such as a description and picture of the delivery vehicle and scheduling methodology. Include any other information you deem necessary to evaluate your management and operations plan.
- **Tab 7 Electronic Record-keeping and Reporting Capabilities (15 Points):** AFD will require the contractor to be able to keep track all records of the maintenance of bunker gear and be able to provide the raw data on the type of file AFD selects, so that it may be upload to AFD database. Describe in detail your company's electronic recordkeeping processes for bunker gear maintenance. What software does your company uses to track inspections and repairs? Describe how the electronic data transfer would take place between your company and AFD. In reference to Attachment B Reports; provide samples of reports your company expects to make available to AFD and describe your company's ability to manipulate data and provide customized electronic reports.
- **Tab 8– Adequate Loaner Gear Inventory (12 Points):** Provide details on how your company will track and provide loaner gear as needed. Include a report demonstrating your inventory of loaner gear with the minimum following information:
 - A. Bunker Gear Manufacturer Name
 - B. Bunker Gear Type (Coat or Pants) and Size
 - C. Manufacturer Date
 - D. Repair History
 - E. Any other information available that will demonstrate your company's quality and quantity of available loaner gear.
- **Tab 9– Demonstrated Qualifications and Experience (10 Points):** Provide in detail your demonstrated qualifications and related experience in providing a NFPA compliant bunker gear repair, cleaning, and inspection program. Experience should not be prior to 2008 and should be for a department of similar size and scope of the Austin Fire Department.
 - A. Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. How long has your company been in business?
 - B. Describe your company's knowledge, qualifications, and expertise.
 - C. Describe your company's relevant experience providing services described in the Scope of Work. Letter(s) of Recommendation that your company has received may be included.
 - D. Include names and brief bio for key personnel, including subcontractors, with a description of the services they will be providing services under the contract. If key personnel are not yet hired, provide job description including preferred qualifications.

- E. Statement on company letterhead that Proposer is in good standing with all relevant licensing and regulatory agencies. If the Proposer is a partnership/joint venture, this information shall be submitted for each partner.
- F. Copies of required permits or certifications.

Section II

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Debriefings: Any Offeror to this solicitation may request a debriefing up until 30 calendar days after the contract has been fully executed. Accepting debriefing requests after 30 days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.

Proprietary & Confidential Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the submission to be disclosed, each page must be identified and marked proprietary or confidential at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.

Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise ("SDVBE"): Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three-point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

Section IV

EVALUATION FACTORS AND AWARD:

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

- i. 100 points.
 - (1) Pricing Schedule (30 points)
 - (2) Pickup and Delivery Program & Schedule (20 points)
 - (3) Electronic Record-Keeping and Reporting Capabilities (15 points)
 - (4) Adequate Loaner Gear Inventory (12 points)
 - (5) Demonstrated Qualifications and Experience (10 points)
 - (6) Local Business Presence (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- (7) Service-Disabled Veteran Business Enterprise Preference (3 points)
- ii. Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.



GOAL DETERMINATION REQUEST FORM

Opening the door to opportunities.			
Buyer Name/Phone	Claudia Rodriquez x42959	PM Name/Phone	N/A
Sponsor/User Dept.	AFD	Sponsor Name/Phone	Karen Bitzer x44131
Solicitation No	RFP 8300-CRR3003	Project Name	Bunker Gear Maintenance/Repairs
Contract Amount	\$300,000 Annually	Ad Date (if applicable)	03/25/19
Procurement Type			
□ AD – CSP □ AD – CM@R □ AD – Design Build □ AD – Design Build Op Maint □ AD – JOC □ IFB – Construction □ IFB – IDIQ □ PS – Project Specific □ PS – Rotation List □ Nonprofessional Services □ Commodities/Goods □ Cooperative Agreement □ Critical Business Need □ Interlocal Agreement □ Ratification			
Provide Project Description**			
This is a request for a contract up to 5 years for Bunker Gear Maintenance, Cleaning and Repair Services. All repairs must be provided by an NFPA compliant vendor in accordance with NFPA guidelines.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Current contract has no goals assigned. RFP CEA0117			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
940551-100%			
Claudia Rodriquez 3/11/2019			
Buyer Confirmation Date			
* Sole Source must include Certificate of Exemption **Project Description not required for Sole Source			

FOR SMBR USE ON	LY				
Date Received	3/11/2019	Date Assig BDC	ned to	3/12/2019	
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:					
☐ Goals	% MBE		% W	/BE	
Subgoals	% African An	% African American		% Hispanic	
	% Asian/Nati	% Asian/Native American		/BE	
☐ Exempt from MBE	WBE Procurement Prog	gram No Goal	S		



GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:		
☐ Insufficient availability of M/WBEs☐ Insufficient subcontracting opportunities☐ Sufficient availability of M/WBEs☐ Sole Source	 ☐ No availability of M/WBEs ☑ No subcontracting opportunities ☐ Sufficient subcontracting opportunities ☐ Other 	
If Other was selected, provide reasoning:		
MBE/WBE/DBE Availability	1 0	
Insufficent Auzilabilio	(1) my with aviolaby.	
Subcontracting Opportunities Identified		
No subcontracting Opportunities		
Keisha Houston-McCutchin		
SMBR Staff (VL)	Signature/ Date 3-15-19	
SMBR Director or Designee	Date 3/8/19	
Returned to/ Date:		